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13  
14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

16  
17 DECADENT MINAMALIST, INC., a  
Delaware corporation,

18 Plaintiff,

19 vs.

20 CURV GROUP, LLC, an Illinois limited  
21 liability company,

22 Defendant.  
23  
24  
25  
26  
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28

Case No.: 17-CV-05467-SI

**STIPLULATION AND ORDER FOR ENTRY OF  
PERMANENT INJUNCTION AND DISMISSAL  
OF ACTION**

1  
2 **STIPLULATION FOR ENTRY OF**

3 **PERMANENT INJUNCTION AND DISMISSAL OF ACTION**

4 Plaintiff Decadent Minimalist, Inc. (“DM”) and Defendant Curv Group, LLC (“Curv”)  
5 (collectively, the “Parties”) have conferred and agreed to resolve their dispute pursuant to a separate  
6 Settlement Agreement and, as a term of such settlement, hereby stipulate to the following:

7 1. Plaintiff Decadent Minimalist Inc., (“DM”) is a Delaware corporation doing business  
8 in this District and is the owner of United States Patent No. 9,681,721 entitled “Card Wallet” (the  
9 “’721 Patent”).

10 2. Defendant Curv Group, LLC (“Curv”) is an Illinois limited liability company that  
11 has done business in this District.

12 3. DM brought this action (the “Action”) alleging that Curv has infringed the ’721  
13 Patent by selling card wallet products under the brand name BOGUI CLIK, including the product  
14 reflected in Exhibit “E” to DM’s First Amended Complaint herein (“Accused Products”).

15 4. Without admitting any liability, the Parties stipulate and consent to the entry of a  
16 permanent injunction against Curv as follows:

17 a. Effective immediately, Curv and any past, current, or future parent corporations,  
18 subsidiaries, affiliates, predecessors, successors, assigns, attorneys, officers, and  
19 directors shall not, in the United States of America or any territory thereof, make,  
20 import, use, offer to sell, sell or transfer for use any Accused Product or any  
21 product that infringes the ’721 Patent, and shall not actively induce others to do  
22 the same.

23 5. DM stipulates and consents to the dismissal of all of its claims in this Action with  
24 prejudice and waives any right of appeal from any judgment.

25 6. Curv stipulates and consents to the dismissal of any defenses in this Action with  
26 prejudice and waive any right of appeal from any judgment rendered herein.

27 7. The Parties stipulate and consent that each party shall bear its own attorneys’ fees,  
28 costs and expenses in connection with this Action.

1           8.       The Parties stipulate to the continuing jurisdiction of this Court for the purposes of  
2 enforcement of the Settlement Agreement and judgment rendered in accordance with the above.

3           **IT IS SO STIPULATED AND AGREED.**

4                               Respectfully submitted,

5  
6 January 19, 2018

                              /s/Otto O. Lee/  
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11 January 19, 2018

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18                               **ORDER PURSUANT TO STIPULATION**

19           The Court, having considered the foregoing Stipulation For Entry Of Permanent  
20 Injunction And Dismissal Of Action, HEREBY ORDERS AS FOLLOWS.

- 21           1. This Court has jurisdiction over the parties and the subject matter of this action.
- 22           2. As set out in the foregoing Stipulation For Entry Of Permanent Injunction And
- 23           Dismissal Of Action, effective immediately, Curv and any past, current, or future
- 24           parent corporations, subsidiaries, affiliates, predecessors, successors, assigns,
- 25           attorneys, officers, and directors shall not, in the United States of America or any
- 26           territory thereof, make, import, use, offer to sell, sell or transfer for use any Accused
- 27           Product or any product that infringes the '721 Patent, and shall not actively induce
- 28           others to do the same.

- 1 3. The Clerk of the Court is hereby directed to enter the attached form of Consent  
2 Judgment in accordance with the parties' Stipulation and this Order, each party to  
3 bear its own attorneys' fees, costs and expenses.  
4 4. All of DM's claims in this action are dismissed with prejudice.  
5 5. No party to this Consent Judgment may appeal the Consent Judgment. Instead, all  
6 parties have knowingly, intentionally, willingly, and explicitly waive their right to  
7 appeal this Consent Judgment.  
8 6. This Court retains jurisdiction to enforce the terms of this Order and resulting  
9 Consent Judgment and the Settlement Agreement between the parties.

10 PURSUANT TO STIPULATION, IT IS SO ORDERED.

11  
12 Date: 1/23/18



HON. SUSAN ILLSTON  
UNITED STATES DISTRICT JUDGE

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Attorneys for Defendant CURV GROUP, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

DECADENT MINAMALIST, INC., a  
Delaware corporation,

Plaintiff,

vs.

CURV GROUP, LLC, an Illinois limited  
liability company,

Defendant.

Case No.: 17-CV-05467-SI

**CONSENT JUDGMENT**

1 **CONSENT JUDGMENT**

2 Plaintiff Decadent Minimalist, Inc. ("DM") and Defendant Curv Group, LLC ("Curv")  
3 consent to entry of judgment in this action (the "Litigation") as follows:

4 **WHEREAS**, DM brought this suit and alleged that Curv has infringed United States Patent  
5 No. 9,681,721 entitled "Card Wallet" (the "'721 Patent") owned by DM.

6 **WHEREAS**, DM and Curv have reached an agreement to finally settle the Litigation as set  
7 forth in this Consent Judgment and a separate Settlement Agreement ("Settlement Agreement"),  
8 which has been separately being executed by the parties;

9 **WHEREAS**, DM and Curv each consent to personal jurisdiction in the Northern District of  
10 California for purposes of enforcing the Settlement Agreement and this Consent Judgment; and

11 **WHEREAS**, the Court has issued an Order for Entry of Consent Judgment.

12 **THEREFORE, JUDGMENT IS HEREBY ENTERED AS FOLLOWS:**

- 13 1. The Court has jurisdiction over the parties and the subject matter of this action.
- 14 2. Effective immediately, Curv and any past, current, or future parent corporations,  
15 subsidiaries, affiliates, predecessors, successors, assigns, attorneys, officers, and  
16 directors shall not, in the United States of America or any territory thereof, make,  
17 import, use, offer to sell, sell or transfer for use any Accused Product or any other  
18 product that infringes the '721 Patent, and shall not actively induce others to do the  
19 same.
- 20 3. This Court retains jurisdiction to enforce this Consent Judgment and any dispute  
21 arising out of the Parties' Settlement Agreement.

22  
23 Date:

24 

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HON. SUSAN ILLSTON  
UNITED STATES DISTRICT JUDGE